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Date: 10/23/09, 11/20/09 Excess Liability Insurance Policy

Hartford Accident an Hartford Plaza, Hartford, C	d Indemnity Company Johnsetteut 06115	,		ST.	Document: 87 THE HARTFORD	76126, 877719
(A stock insurance com	pany, herein called the	Company)	POLICY NO. 0	8 XS 10 02 79		
DECLARATIONS .ems 1. leasured and Address—	08 XS	10 02 02	Monsanto Comp 800 North Lin St. Louis, Mi	dbergh Boulevard		
2. Policy Period	ø Address Agent Code	From		4-01-77 To 04-01-78 I time at the address of tr		
Thomas E. Se. Boston, Mass.	=	0.	The first named inst		X Carperstren	-
3, Premium: \$.4, \$000 a rate of \$	_	t Charge	1	re than one year, the P re dam of Policy — As st tet Anniversary \$ 2nd Anniversary \$		
4. Schedule of Underlying	Insurance Policies					
Policy Number	Polley Period	Type of Policy		Limits of Liability	Insurer	
SD 9031/UGL 0285	04-01-77 to 04-01-78	•	la Liability	5,000,000 ea.occ 5,000,000 ea. ag		
Various	04-01-77 to 04-01-78	Excess		93,000,000 ea.occ 93,000,000 ea. ag		
	EXCESS OF PRIMARY	INSURANCE	COVERAGE PLACE	WITH TRAVELERS		
S. Units of Liability The limits of t subject to all or Item 5(5) be	he Company's liabi the terms of this low.	lity agains policy rela	t the insurance sing thereto,	e afforded by thi	is policy shall, ter in Icem 3(a)	
(a) Excess	inits of Lisbility	r - Guota Si	hare Basis			
09.76 %.	being \$ 3,0	00,000 eacl	h occurrence e	3,000,000	aggregate quota	
	ere of \$ 30,7 of underlying insur		h occurrence a	id \$ 30,750,000	aggregate	
(b) Excess 1	limits of Liability	7 - Full Li	mits Basis			
excass (\$ of underlying insu	* • • • • •	p occurrence m	1d \$,000	4882484	
AL-8-1-B (Cancel	ements forming part of P lation Amendatory	Endorsement	:);AL-8-1-B (Ex	clusion of Fidel	ty Emosuse)	,
GL-8-1-B (Exclus	ion of PCB Exposur		Cuntersigned by	H	Constant Agent	



Named insured and Address

Monsanto Company 800 North Lindbergh Boulevard St. Louis, Missouri 63166

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCESS LIABILITY INSURANCE POLICY

Exclusion of Polycholorinated Biphenyls

It is agreed that this policy excludes coverage for Polycholorinated V Biphenyls ("PCB").



Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent

Form AL-8-1 S Printed in U.S.A. ISO:

MONS 154418

J. R. Cohen



Named Insured and Address

This endorsement forms a part of Policy No.08, X8...10...02...79... issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Company 800 North Lindbergh Boulevard St. Louis, Missouri 63166

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCESS LIABILITY INSURANCE POLICY

Exclusion of Fidelity Coverage

It is agreed that this policy excludes coverage for the Fidelity exposure.

Nothing herein contained shall be held to very, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersioned by....

Authorized Agent

Form AL-8-1 8 Printed in U.S.A. ISQ



Named insured and Address

This endorsement forms a part of Policy No......0.8...XS....10...02...79 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Company 800 North Lindbergh Boulevard St. Louis, Missouri 63166

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCESS LIABILITY INSURANCE POLICY

Cancellation Amendatory Endorsement

It is agreed that under <u>Conditions</u>, Item 4, <u>Cancellation</u>, "sixty days" replaces the words "thirty days."

Nothing herein contained shall be held to vary, waive, after, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent

Form AL-6-1 B Printed in U.S.A. ISQ:

AMENDMENT OF DECLARATIONS

Named Insured and Address

Monsanto Company

800 North Lindbergh Boulevard

St. Louis, Missouri 63166

This endorsement forms a part of Policy No.

issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date

12:01 A. M., standard time at the address of the named insured as

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

4/1/76

08x3100202

EXCESS LIABILITY INSURANCE POLICY

In consideration of the premium charged it is agreed that under Conditions, Item 4, Cancellation, sixty days replaces the words thirty days.

It is further agreed that Item 4, Schedule of Underlying Insurance Policies, is amended to read

Policy Period Policy Number

Type of Policy

Limits of Liability

Insurers

Various

4/1/75 - 4/1/78

Umbrella Liability \$48,000M Each Occur. \$48,000M Aggregate

Various

which is excess of primary insurance coverage placed with various insurers.

It is further agreed that this policy excludes coverage for the Fidelity exposure.

THOMAS E.SEARS INC.

BOSTON, MASS. ORTIG

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

INSURANCE GROUP

Authorized Agent

Form AL-8-0 B. Printed in U.S.A. 10-'66. NBCU

			Insurance Poli	LCY KUY	
	and Indemnity Compan	ıy		69.	
	rd, Connecticut 06115			A South	THE HARTFORD
DECLARATIONS Items 1, Insured and Address	company, herein called the	iliey No.	Monsanto Com 800 North Li St. Louis, M	pany ndbergh Boulevard	
2. Policy Period Producer's Nam	e and Address Agent God	From	4/1/76	To $4/1/7$ rd time at the address of t	
Thomas E. Sear	s, Inc. 08891	LO	The first named in	iured is:	
Boston, Massac	husetts	لـ	Indiv	Venture (Other)	Carporetron
J. Fremium: \$ 6.	000 yenich is: 🔀 Fla	t Charge	if Policy Period m	tore than one year, the f	remium is Payable:
a rate of \$_		ustable at	On effect	ive date of Policy —As s let Anniversary 5 2nd Anniversary 5	
	ying Insurance Policies		<u> </u>		
Policy Number	Policy Pariod	Type of Policy		Limits of Liability	Insurer
Unknown	4/1/75 - 4/1/76	Umbrella	Liability	\$2,000M ea.occur 2,000M agg.	Travelers
Various	4/1/75 - 4/1/78	Excess In Policies	demnity	48,000M ea.occ. 48,000M agg.	Various Insurdre
	Excess of pr		ance coverage s insurors	placed with	
M = \$1000.					
5. Limits of Liability The limits of subject to al or Item 5(b)		policy rela	ting thereto,	ce afforded by ch	is policy shall, her in Irem 5(a)
(a) Exces	s Limits of Liabilit	y - Quota St	are Basis		
16 <u>-2/3</u>	Z. being \$ 5,000	,000 each	occurrence a	000, 000, sad \$ 5,000	aggregate quota
	part of \$30,000 s of <u>underlying insu</u>		OCCUTTENCE &	md \$ 30,000 .000	aggregate
(b) Exces	s Limits of Liabilit	7 - Full Li	rits Basis	•	
exces	\$ of underlying insu	•	occurrence a	000, and \$	ettretre
Form Numbers of En	dersements forming part of	Policy at cause:		دور مود نده ساعه به ساعت به شاه ۱	
					-
La Prince in U. S	A. (NE) ORIGINAL	(1)	Countersigned by	M. C. Ca	dierikama sem

Excess Liability Insurance Policy

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the <u>insured</u> as follows:

I. INSURING AGREEMENT

The Company will indemnify the <u>insured</u> for the amount of <u>ultimate net loss</u> applicable to the insurance to which this policy applies, in excess of the applicable limits of liability designated in Item 4 of the declarations as underlying insurance.

Except as may be inconsistent with the provisions of this policy, the insurance afforded by this policy shall follow all the provisions of the underlying insurance (whather primary or excess) immediately preceding the layer of insurance afforded by this policy, including any changes by endorsement.

The <u>first named insured</u> shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of liability under any <u>underlying insurance</u>, and of the termination of any <u>coverage</u> or of exhaustion of aggregate limits of liability of any <u>underlying</u> insurance.

II. MAINTENANCE OF CHDERLYING INSURANCE

Each policy described in Item 4 of the declarations shall be maintained in full effect during the currency of this policy, except for the reduction of the aggregate limit or limits of liability, if any, contained therein solely by payment of claims because of occurrences taking place during the period of this policy. Failure of the <u>insured</u> to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the <u>insured</u> complied therewith.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the <u>first named insurad</u> shall immediately make all reasonable efforts to reinstate such limits.

III. NOTICE OF LOSS

The insured shall immediately notify the Company of any occurrence which appears likely to result in liability under the provisions of this policy and of subsequent developments likely to affect the Company's liability hersunder. At no time shall the Company be called upon to assume charge of the defense or settlement of any claims made or suits brought or proceedings instituted against the insured. The Company shall, however, have the right

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(2)

and shall be given the opportunity to associate with the insured or its underlying insurer or insurers, or with both, or all, in any one or more of the control, defense or trial of any claims, suits or proceedings which, in the opinion of the Company, involve or appear reasonably likely to involve the Company. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in such control, defense or trial of such claims, suits or proceedings, so as to effect a final determination thereof.

The insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the insured to which this policy would apply and which no underlying insurer or insurers is obligated to defend. The insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgement should be settled; provided, however, that the insured shall not make, or agree to, any settlement for any amount in excess of the underlying insurance without the approval of the Company.

The <u>insured</u> shall (a) cooperate with the underlying insurer or insurers as required by the terms of the <u>underlying insurance</u>, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization which may be liable to the <u>insured</u>, because of liability with respect to which insurance is afforded under this policy and the <u>underlying insurance</u>.

IV. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

costs incurred by the insured with the written consent of the Company shall be apportioned as follows:

- (a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits of liability, no costs shall be incurred by the insured without the written consent of the Company;
- (b) should such claim or suit be settled out of court for not more than the underlying insurance limit or limits of liability, then no costs shall be payable by the Company;
- (c) should, however, the sum for which the claim or suit may be settled exceed the <u>underlying insurance</u> limit or limits of liability, then the Company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the <u>costs</u> incurred by the <u>insured</u> in the proportion which the amount of the <u>ultimate net less</u> as finally adjusted bears to the total amount of such <u>ultimate net less</u>;

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(3)

- (d) in the event the insured elects not to appeal a judgment in excess of the underlying insurance limit or limits of liability, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the cotal liability of the Company exceed its limit or limits of liability as stated in this policy, plus the costs of such appeal;
- (a) in the event a judgment is rendered in excess of the underlying insurance limit or limits of liability and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the underlying insurance limit or limits of liability shall be that of the insured and its underlying insurer or insurers;

"first named insured" means the insured first named in Item 1 of the declarations, and such insured is authorized to act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy;

"insured" means the <u>first named insured</u> and also includes any other person or organization which either is named in Item 1 of the declarations or which qualifies as an insured under the terms of the <u>underlying insurance</u> immediately preceding the layer of insurance afforded by this policy. The insurance applies separately to each <u>insured</u> against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"ultimate net loss" means the sums paid, excluding costs, in settlement of losses for which the insured is liable after making deductions for all recoveries, salvages and other insurance (other than the underlying insurance or policies specifically in excess hereof), whether recoverable or not;

"underlying insurance" means the insurance policies identified in Item 4 of the declarations and includes any renewals or replacements of such policies.

V. LIMITS OF LIABILITY

Regardless of the number of (1) <u>insureds</u> under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

- (a) the limits of the Company's liability under this policy apply only after the underlying insurer or insurers have paid or have been held to pay the full amount of their respective limits of liability as stated in Item 4 of the declarations;
- (b) if this policy is written on an Excess Limits of Liability Ouota Share Basis, the limits of the Company's liability for all <u>ulti-</u> <u>mate net loss</u> shall be as stated in Item 5(a) of the declarations;
 - (c) if this policy is written on an Excess Limits of Liability Full Limits Basis, the limits of the Company's liability for all ultimate net loss shall be as stated in Item 5(b) of the declarations.

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(4)

Unless aggregate limits are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy applies only with respect to each occurrence for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any raduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance.

If aggregate limits of liability are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy will apply in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.

The <u>first named insured</u> shall give the Company written notice as soon as practicable of any reduction or exhaustion of such aggregate limit of liability in the underlying insurance.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy shall not apply:

- Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear naterial and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the <u>hezardous properties</u> of <u>quotear</u> <u>material</u>, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

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(5)

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a <u>nuclear</u> reactor;

"waste" means any waste material (1) containing <u>byproduct material</u> and (2) resulting from the operation by any person or organization of any <u>nuclear facility</u> included within the definition of <u>nuclear facility</u> under paragraph (a) or (b) thereof;

"nuclear facility" means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (a) separating the isotopes or uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of <u>special nuclear material</u> if at any time the total amount of such material in the custody of the <u>insured</u> at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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(6)

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical wass of fissionable material;

with respect to injury to or destruction of property, each of the words "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in Item 3 of the declarations.

Any change in the premium for the <u>underlying insurance</u> shall be promptly reported by the <u>first named insured</u> to the Company and the premium for this policy may be adjusted in accordance with the manuals of the Company then in effect.

2. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor
until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written
agreement of the insured, the claimant and the Company.

Any person or organization of the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

3. Subrogation

In the event of any payment under this policy, the Company shall participate with the <u>insured</u> and any underlying insurer in the exercise of all the <u>insured's</u> rights of recovery therefor against any person or organization, and the <u>insured</u> shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The <u>insured</u> shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the Company's liability hereunder;

then, to reimburse the Company up to the amount paid hereunder; and

lastly, to reimburse such interests (including the <u>insured</u>), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

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(7)

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

4. Cancellation

This policy may be cancelled by the <u>first named insured</u> by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the <u>first named insured</u> at the address shown in this policy written notice scating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the <u>first named insured</u> or by the Company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

5. Declarations

By acceptance of this policy the <u>insured</u> agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the <u>insured</u> and the Company or any of its agents relating to this insurance.

In Witness Whereof, the COMPANY has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.

Form L-xxxx-0 Printed in U.S.A. (NS)

Midal R. Liea

(8)

THOMAS E.SEARS.INC.



INSURANCE

PARK SQUARE BUILDING TE IC BOSTON, MASS. 02116

Insurance Cover Note-No.: spices/

This is to certify that the undersigned have procured insurance as hereinafter specified THE REAL PROPERTY.

ASSURED:

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MONSANTO COMPANY

800 North Lindbergh Boulevard St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity. This Insurance is to cover up to an amount of \$5,000,000 part of \$30,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$5,000,000 part of \$30,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$5,000,000 part of \$30,000,000 as indicated above, but only to pay the excess \$48,000,000 Umbrella Coverage which in turn is in excess of the of: 1) greater of:

- 2)a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL028:
 - b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976

TO: April 1, 1977

Both Days 12:01 A.M. Standard Time

PREMIUM: \$36,000 (For 100% of Cover) \$4,000(For 50/300ths Bereen)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached

Radioactive Contamination Exclusion Clause-Liability-Direct #N.M.A. 1477 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) # N.M.A. 1256 Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684 Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685 This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

5th day of April 19 76

THOMAS E. SEARS, INC.

By	
	Authorical

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than the days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the samed portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), with about to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made unon

MENDES & MOUNT 27 WILLIAM STREET, NEW YORK, NEW YORK 10008

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters to the event such a suit shall be instituted.

Further, pursuant to any statute of any statute of the United State which makes provision therefor, Unwriters hereon hereby designate the Superintendent, Commissioner or Director of insurance of the officer specified for that purpose in the statuts, of his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THOMAS E-SEARS INC.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (SROAD)

NUSCEAR INSIDENT EXCLUSION SLAUSE—LIABILITY—SIREST (SNOAD)

(Approved by Lloyd's Underwriters' Non-Marins Association)

For attackment to innurances of the following cleanfleations in the U.S.A., its

Territories and Possessione, Puerto Rico and the Canal Zone:—

Owners, Landlards and Tenants Liability, Contractual Liability, Elevator

Liability, Owners or Contractors (including railroad) Protective Liability,

Manufacturers and Contractors Liability, Product Liability, Professional and

Malpractics Liability, Storekeepers Liability, Garage Liability, Automobils

Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being inserunces of the classifications to which the Nuclear Incident Exclusion Clause

Liability—Direct (Limitat) applies

Liability Direct (Limited) applies.
This policy

- I. Under any Liability Coverage, to injury, sinkness, disease, death or destruction

 (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy insued by Nuclear Energy Liability Insurance Association, litutual Abousic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (b) resulting from the hanardous properties of sucher material and with support to which (1) say person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1984, or any Lew amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

 II. Under any Reddoal Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expense incurred with respect to hodily injury, sickness, disease, death or destruction properties of suclear material, and arising out of the operation of a nuclear facility by any person or organization.

 III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hamardous properties of nuclear material, if

 (a) the nuclear material is contained in spent facility owned by, or operated by or on behalf of, an insured or (3) has been diseased or dispersed therefrom;

 (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or dispersed in ownessed, by an insured of services, death or destruction arises out of the furnishing by an insured of services, undertals, parts or emispect in commendation with

- (b) the nuclear material is contained in spans fuel or whete at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

 (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, maintenance, operation or use of any nuclear facility, but if such facility is located within the United State of America, its territories or possessesses or Canada, this enclusion (e) applies only to injury to or destruction of property at such nuclear facility.

 IV. As used in this endorsement:

 "hamefees preservice" lacinds radiosetive, toxio or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "searce material", "special nuclear material and its properties; "nuclear material", "special nuclear material or byproduct material; "searce material", "special nuclear material, and "hyproduct material" have the meaning given them in the Atomic Energy Act 1954 or in any law associatory thereof; "apent feel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to resistion in a nuclear reactor: "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility "means (a) any nuclear reactor,

 (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent luel, or (3) handling, processing or packaging waste,

 (c) any equipment or device designed or used for the processing fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where cost equipment or device is located on such site and all premises used for such operations: "nuclear resetter" means any apapeated designed or used to
- the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.
- Norm:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability. coverage to which this clause is to apply.

17/8/60 N.M.A. 1256

THOMAS E-SEARS INC-

V.S.A.

RABIGACTIVE SCHTAMINATION EXCLUSION SLAVER—LIABILITY—DIRECT (Approved by Licyd's Underwreters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Rueless Incident Budgets Clease—Liability net) to liability incornace afording worldwide severage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Poerto I the Count Econ, this Policy does not sover any liability of whateverse asture directly incusts assembly or unstabled to by or arising from longing radional or ontomine radiosativity from any nucleus feel or from any nucleus waste from the combination clear fine.

13/9/84 N.M.A. 1477

THOMAS E-SEARS INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2 SERPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2 (Approved by Lioyd's Underwines' Non-Marme Assertation) This Insurance does not cover any liability fee: (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by sespage, pollution or contamination. (2) The cost of removing, multipling or circulary-up seeping, polluting or contaminating substances. (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by substance operations of the Assured. (4) Removal of, loss of or damage to sub-outface oil, gas or any other substance, the property of others. (5) Fines, penalties, punitive or examplary damages. 22/1/70.

22/1/70. N.M.A. 1684.

THOMAS E . SEARS .INC.

INDUSTRIES, SESPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3 (Approved by Lloyd's Underwriters' Non-Marine Association)

(Approved by Lloyd's Underwiser' Non-Marine Association)

This Insurance does not cover any liability for:

(1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(3) Fines, penalties, punitive or exemplary damages.

This Clause shall not estend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70. N.M.A. 1685.

ENDORSEMENT

Endorsement No.

3

INSURED: HOMEANTO COMPANY

It is understood and agreed that in the Covar Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated

COMPANY,

MARYORD INSULANCE CHOOP

PROPORTION

50/300ths being \$5,000,000

Attached to and forming part of SD1029/

MANIFORD INSURANCE CROUP THOMAS S. SHARS, INC.

TY:

THOMAS E. SEARS. INC. 31 ST. JAMES AVENUE BOSTON, MASS. 02116

MONSANTO COMPANY

ENDORSEMENT

Endorsement No.

April 1, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged. SD1029/ Attached to and forming part of EARTFORD DESURANCE GROUP THOUGHS H. SHARS, INC. THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE

BOSTON, MASS. 02116

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

Attached to and forming part of SD1029/
Attached to and forming part of SD1029/
EARSFORD INSURANCE GROUP
FEDERAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS, 02116

THE HARTFORD The INSUREM shall be the Company as designated herein by Co. Code: DECLARATIONS Terms NEW The Named Insured and Address The Hartford Accident and Indemnity Company of Twin City Fire Insurance	PART 2 This Declarations page, with completes the below number	h POLICY PROVISIONS — pred Excess Liability Policy.	Part 1," Form 6146 and a	iny endorsements, issued to form a part thereof.
DECLARATIONS Provious Policy No. DECLARATIONS Adjusted No. DECLARATIONS No. DECLARATIONS Provious Policy No. DECLARATIONS Adjusted No. DECLARATIONS No. No. No. DECLARATIONS No. No. DECLARATIONS No. No. DECLARATIONS No. No. DECLARATIONS No. No. No. DECLARATIONS No. No. No. DECLARATIONS No. No. DECLARATIONS No. No. No. No. No. No. No. N	THE HARTFORD	্র 📆 Hartford Accident and	l Indominity Company 🧸 urance Company 💍 ភ្នំ	l '
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Notice of cancellation by the company: 90 days. Premium: \$ 7,500. which is Fist Charge, Potcy Period Adjustable, Per Premium Computation Endorsement	JOHN HANGOER T	OWEN		ŧ
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Excess Liability Policy

Policy Provisions — Part 1 Form 6146

THE HARTFORD

Cancellation is effected or as soon as practicable after cance, becomes effective. But payment or tender of unearned premium to condition of cancellation

9. Declarations

By acceptance of this policy the **first named insured** agreethe statements in the declarations are its agreements and i sentations, that this policy is issued in reliance upon the trisuch representations and that his policy embodies all agreeexisting between the **first named insured** and the company of of its agents relating to this insurance.

The company designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for utilimate net loss in excess of underlying insurence stated in item 5 of the declarations, but not in excess of the company's limits of liability stated in item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the insured, but he company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the insured, its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- if a claim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the company;
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shalf contribute to the costs incurred by the insured in the proportion which the amount of ultimate net lose as linelly determined to be payable by the company bears to the total amount paid on such claim or suit by all interests:
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been hald legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of hability in excess of the amounts afforded for each occurrence in the underlying Insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance: or
 - (ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage, so stated of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this pokey applies which is in excess of underlying incurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total rability of the company for all ultimate net loss as the result of any one occurrence, shall not exceed the limit of liability stated in them 4 of the declarations as applicable to each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

Form 6148

Page 1

policy except for the reduction of any aggregate imits contained therein solely by payment of claims with respect to occurrences taking place during the period of this bodicy. Failure of the first named insured to bomply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the first named insured compiled ingrewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time place and discumstances of the occurrence, the names and addresses of the injured and of available witnesses.

Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement snall increative be entitled to recover under this policy to the extent of the insurance afforded by this policy No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his tegal representative. Bankruptcy or insolvency of the insured or of the insured state shall not relieve the company of any of its obligations hereunder. tions hereunder

Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after ioss to producte from rother. prejudice such rights

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to lability in excess of the limit of the company's liability hereunder:

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the **Insured**), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought

Changes
Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or eatop the company from asserting any rights under the terms of this policy with respects to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company

Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurence policy and comply with all the terms and conditions intereof, and shall enforce any right of contribution or indemnity against any person or organization who may be value to the insured and with respect to which insurence is afforded under this policy or the underlying insurance policies

MONS 157993

rences to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as aggregate

V DEFINITIONS

used in this policy (including andorsements forming a part hersoft

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurence (excluding, however, (a) all expenses for salaried employees and coursel on general retainer, to) all office expenses of the insured, and (c) regular fees paid to counsel on general

"first named insured" means the person or organization first named in item 1 of the declarations of this policy.

"Insured" means any person or organization qualifying as an insured in the Persons insured provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the imits of the company's liability:

"named insured" means the first named insured and any other person or organization named in item 1 of the declarations of this policy or in an endorsement amending such item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations:

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this policy applies, but "ultimate net loss" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurance" means the primary or excess insurance "Underlying insurance" means the primary or excess insurance policies continuum to the declarations uncluding any deductible amount, insured's participation or self-insured retention beneath any such policy and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert. (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

Maintenance of Underlying Insurance

Policies affording in total the limits stated in item 5 of the declara-tions shall be maintained in full effect during the currency of this

Farm 6146

Page 2

a Cancaliation

This policy may be cancelled by the first named insured by surender thereof to the company or any of its authorized agents or by making to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The making of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

if the first named insured cancels, earned premium shall be

computed in accordance with the customany short rate fabreal but the company shall nevertheress be entitled to retain as earned premium any minimum premium stated in tem 3 of the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the imagicancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned gremium is not a condition of cancellation.

Declarations

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **first named insured** and the company or any of its agents relating to this insurance.

In Witness Whereof the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

Form 8146 Printed in U.S.A. INSI

Page 3

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that the policy* does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (I) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency theyeof, with any person or organization.
- 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the bazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or hyproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of wasts,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

"When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated,





Named Insured and Address

Policy Number

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 4-1-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Not withstanding anything contained herein to the contary it is understood and agreed that this insurance covers the same named asumed and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as maybe added to the first layer of covernote No. SD 5023 of various companies.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or deciarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if its endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.......

Authorized Agent

Form G-2240-3 A Printed in U.S.A.



THE HARTFORD	3 T Hartford Fire insurance Co 3 T Hartford Accident and Ind 3 T Hartford Casualty Insurance	ce Company 3 7 Twin City Fire Insurance Company
The INSURER as designated in	chall be the Company herein by Co. Code: 5	POLICY NO. 08 XS 102988
DECLARATIONS Items	NEW	Monsanto Company, et al
. First Named Insured and Addr	***	800 North Lindbergh Blvd.
		ST. Louis, Missouri 63167
I. Policy Period:	————→ Fr	rom 4/1/83 To 4/1/84
THOMAS E.	SEARS ·INC·	12:01 A.M., standard time at the address of the first named insured stated herein.
INSURANCE - F	OGK TOWER DON STREET	90
_ BOSTON, M	IASS. 02116	Notice of cancellation by the company: 90 days.
3. Premium: \$ 3,000.	which is AFlat Charge, Policy	/ Period
	☐ Artiustable Per Pre	mium Computation Endorsement
		тист соправнот сползетия
Minimum Premium \$ 3,000.	Not subject to adjustmen	nt in the event of cancellation.
. Total Limits of Liability — All Li	Inderlying insurance Policies	aggregate where applicable.
various carriers a	ill following the term	aggregate where applicable as provided by as, conditions, definitions and exclusions policy specified in Item 6.
Controlling Underlying insurance This policy shall follow the terms, or issued by Lloyds of I	conditions, definitions and exclusion	ns of the controlling underlying insurance policy # SD 8019/UQA006
Form numbers of endorsements	forming part of this policy at is	191/9:
AL-44-0		
		-
		Countersigned by



Excess Liability Policy

milicy Provisions — Part 1 m 6146

7

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

In consideration of the payment of the premium, agrees with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the Insured for ultimate not loss in excess of unstartying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of Rability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shell follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

a company shall not be obligated to assume charge of the investiganon, defense or settlement of any claim or suit against the insurest, but
the company shall have the right and shall be given the opportunity to
associate with the Insurest or its underlying insurers, or both, in the
investigation, defense or settlement of any claim or suit which, in the
opinion of the company, involves or appears reasonably likely to involve
the company, if the company avails itself of such right and opportunity,
the Insured, its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The Insured shall not
make or agree to any settlement for an amount in excess of underlying
insurance without the approval of the company.

Subject to the above provision, coets incurred by the incurred shall be borne as follows:

- all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- if a claim or suit is settled for not more than the limits of underlying incurance, no coefs shall be payable by the company;
- (c) If the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the coefficient by the insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the company beens to the total amount paid on such claim or suit by all interests:
- (d) if the ineured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying incurence and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurence shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an ineured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Flegardiess of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying lessurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
 - (ii) if aggregate limits of liability are specifically stated in both litems 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in item 4 of the declarations are on a "Guota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate net lose to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all utilimate net loss to which this policy applies which is in excess of underlying insurance, up to the lights so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all utilities net loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

Form #146

Page 1



remass to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as "aggregate".

V DEFINITIONS

When used in this policy (including endorsements forming a part

"controlling underlying insurance policy" means the insurance policy designated as such in item & of the declarations;

"costs" mass interest on judgments, and investigation, adjust-ment and legal expenses including tipsed court costs and premiums on bonds, for which the insured is not covered by underlying insurerses (excluding, howevers, (a) all engineess for selected employees and coursel on general retainer, (b) all office-expenses of the insured, and (c) regular less paid to coursel on general

"first named insured" means the person or organization first named in item 1 of the declarations of this policy;

"Insured" meens any person or organization qualifying as any insured in the "Persons insured" provision of this policy. The insurence afforded applies separately to easily insured against whom claim is made or suit is brought ascept with respect to the limits of the company's liability;

"memod insured" means the first named insured and any other person or organization:named in item 5 of the declarations of this policy or in an endorsement amending such them 1;

"operationes" means are accident or recurrence as defined in and: covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net lone" means the lotes of all sums which the insures, or any organization as its insurer; or both, shall become legally obligated to pay, whether by resear or adjudication or astronom, because of an operaturene covered under the terms of the controlling underlying intervenes pettay and to which this policy applies but "utilizate net least" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance writes specifically to apply inexcess of this policy), whether collectible or not, or (b) doeses

"underlying insurance" means the privary or excess insurancepolicies contributing to the total limit stated in item 5 of the declarations (including any dedeclible amount, intermel's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be desmed to be applicable regardless of (1) any defines which the underlying insurer may assent, (2) the leasured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer. of the underlying insurer.

COMPITIONS

Promism

The premium for this policy shall be as stated in item 3 of the declarations and be payable by the first named insured.

2. Maintenance of Underlying Insurance

Policies afforcing in total the limits stated in item 5 of the declara-tions shall be maintained in full effect during the currency of this

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to open/reness. trained solvey by payment of claims with respect to documents taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the first named insured compiled therewith.

The first nemed insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or or reduction or exhaustion of aggregate limits of any underlying insurance.

3. Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the inserted and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

Action Against Company

No action shall like against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Internalia-chilgation to pay shall have been finally determined either by judg-ment against the internal after actual trial or by written agreement d, the claiment and the come

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No persons or organization shall have the right under this policy to joint the company as a party, to any action against the insured to determine the insured a lightly, norshall the company be impleaded by the insured or his legal representative. Bankuptary or insolvency of the insured or of the insured a state shall not relieve the company of any of its obligations hereunder.

5. Subrogation of the Control of the State o

PSP- In the event of any payment under this policy; the company shalf participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery theretor against any participator or organization; and the insured shalf execute and deliver instruments and papers and do whetever else is necessary to sessure such rights. The insured shalf do nothing after loss to consiste such rights. prejudice such rights.

Resoveries shall be applied:

first, to reimburse any interest (including the insured) their may have paid any amount with respect to liability in-success of the limit of the company's liability hereunder; MENTILY ITS

there, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota aftere interest at the same level; and

lastly; to reimburse such interests (including the interest), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Resonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

Changes

Holice to any agent or knowledge possessed by any agent or any
other person shall not effect a weiver or a change in any part of
this policy or setop the company from assenting any rights under
the terms of this policy with respects to any requirement as to
underlying Hearmeter nor shall the terms of this policy be waved
or changed, except by endorsement issued to form a part of this
policy, signed by an authorized representative of the company.

Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurers as required by the terms of the controlling underlying insurers as required and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insurered and with respect to which insurers is afforded under this policy or the underlying insurers policies.

Form 6146

Page 2

5. Cancellation

This policy may be cancelled by the first named insured by surender thereof to the company or any of its authorized agents or by melting to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in item 3 of the declarations, if the company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Deciarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

DeRoy C. Thomas, President

in Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

MUNS 158455

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

, agreed that the policy* does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - the resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency theyeof, with any person or organization.
- 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the bazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4. As used in this endorsement:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - 'source material', "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act , 1954 or in any law amendatory thereof:
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:
 - "nuclear facility" means
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
- "When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy,

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



MONS 158456

Form 41. 44-0 (trace, a ! 5 A 2 2)

79.24 J	Ti Hartford Fire Insurance Co	maanv \$ /\$\) New York Underwriters insurance Company
T B	Hartford Accident and Inde Hartford Casualty Insuranc	emnity Company 5 7 Twin City Fire Insurance Company
THE HARTFORD	Ti use done despend manage	Hartford, Connecticut 06115
The INSURER shell	he the Corecent	1
as designated herei	n by Ca. Code: 5	POLICY NO. 08 XS 102989
ECLARATIONS	Previous Policy No.	M
terna	08-XS-102667	Monsanto Company, et al 800 North Lindbergh Blvd.
. First Named Insured and Address		St. Louis, Missouri 63167
Policy Period:	<u> </u>	7, 2, 3
/	100	12:01 A.M., standard time at the address of the first named incured stated herein.
THOMAS E-SE	ARSINC	
INSURANCE - REIN	ISURANCE	
JOHN MANGGEN	79WER	
BOSTON, MASS	. 02116	Notice of cancellation by the company: 90 days.
. Premium: \$ 7,500. w	hich is 🗵 Flat Charge, Policy	Period
	. M. Arikustahia Dar Drar	mium Computation Endorsement
*	Intel Confession of Call 1 and	man Companies Cinoraminati
Minimum Premium \$ 7,500.	Not subject to adjustmen	t in the event of cancellation.
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		aggregate where applicable part of aggregate where applicable.
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Excess Liability Policy

Thicy Provisions - Part 1

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

In consideration of the payment of the premium, agrees with the first III PERSONS INSURED named insured as follows:

I INSUMING AGREEMENT

The company will indemnify the insured for ullimate not lose in excess of underlying insurance stated in item 5 of the declarations, but not in excess of the company's limits of liability stated in item 4 of the declara-

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

e company shall not be obligated to assume charge of the investiga-tine company shall have the light and shall be given the operativity to associate with the insured or its underlying insures, or both, in the associate with the inserted of its underlying measure, or both, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the insured, its insured and the company shall cooperate in such matters so as so effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, posts incurred by the insured shall be come as follows:

- (a) all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a cleim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the
- (c) if the sum for which a claim or suit is settled exceeds the limits of unisertying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the deals incurred by the insured in the proportion which the amount of ultimates net less as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all contents.
- if the insured elects not to appeal a judgment in excess of the limits of undertying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal:
- (e) if a judgment is rendered in excess of the limits of underlying in a judgment is rendered in excess of the limits of uncertainty insultance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal band with respect to liability in excess of the limits of underlying insurence shall be that of the insured and its underlying insurers.

Each of the following is an insured under this policy to the extent set

- (a) any nemed incured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, surject to all the limitations upon coverage under such controlling underlying insurance policy other than the limitations underlying insurance policy other than the limitations. thereof.

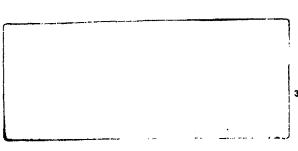
IV LIMITS OF LIABILITY

Regardiesa of the number of (1) Insurede under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both items 4 and 5 of the declarations, the insur-ance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and dose not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insur-ance; or
 - (ii) if aggregate limits of liability are specifically stated in both literie 4 and 5 of the declarations, the insur-ance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occur-rences taking place during the period of this policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all utilimete net lose to which this policy applies which is th excess of underlying insurance, up to the units so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate not loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

Form \$145

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rendes to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as "aggregate".

V DEFINITIONS

When used in this policy (including endorsements forming a part

- "controlling underlying insurance policy" means the insurance policy designated as such in Item 8 of the declarations;
- "costs" meens interest on judgments, and investigation, adjust-ment and legal expenses including based court costs and premiums on bonds, for which the insurest is not covered by underlying insurence (excluding, however, (a) all expenses for salared employees and coursel on general retainer, (b) all office expenses of the insurest, and (c) regular fees paid to coursel on general retainers:
- "first memod incurred" means the person or organization first named in liem 1 of the declarations of this policy;
- "Incurse" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;
- "named incurved" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;
- "consumence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy desig-nated in the declarations;
- "utilitizate net less" means the total of all sums which the Interted, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an essuremes covered under the series of the contracting underlying insurance pality and to which this policy applies; but "utilitizate not less" shall not include (a) the amount of any recoveries, savages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;
- "underlying insurance" meens the primary or excess insurance policies contributing to the total limit stated in item 5 of the declarations (including any deductible amount, insurance principation or self-insurance resemb representation representations thereof. The limits of such policies shall be dearned to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the Insured's failure to comply with any condition of any such policy or (3) the Insulvency of the underlying insurer.

COMDITIONS

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named injured.

Maintenance of Underlying Insurance

Policies affording in total the limits stated in item 5 of the declara-tions shall be maintained in full effect during the currency of this

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first names insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the first of Insurant compliant therewith

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3. Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and ses of the injured and of available witnesses.

Action Assinst Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the lesured's obligation to pay shall have been finely determined either by judgment against the insured after actual trial or by written agreement of the insured, the claiment and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a perty to any scion against the insured to determine the insured is liability, nor shall the company be implested by the Insured or Intelligial representative. Beniruptcy or insolvency of the Insured or of the Insured or of the Insured as the Insured or of the Insured or of the Insured or of the Insured or of the Insured sections hereunder.

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization," and the insured shall execute and deliver instruments and papers and do whatever also is necessary to secure such rights. The insured shall do nothing after lose to resolution such titlette. projudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's itability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insurant), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expanses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

Changes Notice to any agent or knowledge possessed by any agent or any other person shall not effect a wavevr or a change in any part of this policy or eatop the company from assening any rights under the terms of this policy with respects to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7. Assistance and Conservation of the insur

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurence petitely and comply with all the terms and conditional trierce, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurence is afforded under this policy or the unsterlying insurence policies.

Form \$146

Page 2

8. Consultation

This policy may be cancelled by the first named ineured by surrender breef to the company or any of its authorized agents or by mailing to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first nessed insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named Insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in item 3 of the declarations. If the company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unserted premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in retiance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

DeRoy C. Thomas, Prendens

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless counteraigned on the declarations page by a duly authorized agent of the company.

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

agreed that the policy " does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association. Murual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain maniful protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4. As used in this endorsement:
 - "hazardous propergies" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or bygroduct material;
 - 'source material', "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof:
 - "spent fuel" means any tuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear hasion in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
- *When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other man as herein stated.



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Excess Liability Policy

Policy Provisions - Part 1

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE

In consideration of the payment of the premium, agrees with the first. III PERSONS INSURED named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate not lead in axcess of underlying insurance stated in item 5 of the declarations, but not in excess of the company's kinds of Hability stated in item 4 of the declara-

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, concludes, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

ne company shall not be obligated to assume charge of the investiga-tion, defense or settlement of any claim or sut against the insures, but the company shall have the night and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the associate with the influence or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company, if the company awale deel of such right and opportunity, the Insures, its insurers and the company shall cooperate in such materials so as to effect a final determination thereof. The Insured shall not make or agree to any settlement for an amount in excess of single-righting insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the company:
- if the sum for which a claim or suit is settled exceeds the timits of unidentyling insurances, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the essets incurred by the insured in the proportion which the amount of utilities net toda at finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests:
- if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- If a judgment is rendered in excess of the limits of underlying If a judgment is rendered in excess of the limits of undersying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to hability in excess of the limits of underlying insurers.

Each of the following is an insured under this policy to the extent set

- (a) any named insured, and
- (b) any person or organization which is an insurest under the terms of the controlling underlying leasurence policy, sub-ject to all the investions upon coverage under such centrol-ling underlying insurance palicy other than the limits

IV LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under the policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits prought, the company a liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the occlarations; provided that:
 - unless aggregate kinks are specifically stated in both hams 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each desurrative only for limits of liability in excess of the amounts afforded for each essentiates in the undertying insurance in the undertying insurance in the event of the extraution or reduction of aggregate limits of liability, if any, in the undertying insurance; or
 - (ii) if aggregate limits of Rability are specifically stated in both items 4 and 5 of the declarations, the insur-ance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of comures talong place during the period of this policy
- (b) If the knits of liability stated in flom 4 of the declarations are on a "Quota Share Bese", the limits of the company's kability shall be the quota share percentage as stated of all utilities not lease to which this policy applies which is in excess of undertying insurance, up to the limits so stated.
- (c) If the limits of Rability stated in hem 4 of the declarations are on a "Full Limits Bases", the limits of the company s liability shall be the amount of all utilimate not fees to which this policy applies which is in excess of undertying Insurance, up to the limits ac stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net lose as the result of any one occurrence, shall not exceed the limit of liability stated in term. 4 of the declarations as applicable to "each occurrence
- (e) Subject to provisions (a), (b) and (chabove, the total hability of the company for all ultimate net loss pecause of all occur-

Form 5146

Page 1

policy except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to geournerces taking place during the benod of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be inable only to the extent that it would have been liable had the first named insured compiled therewith

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indem-nity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as precincable Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the securitivine, the names and addresses of the injured and of available witnesses.

Action Against Company

No action shall lie against the company unless, as a condition precadent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been linely determined either by judgment against the Insured after actual lines or by writer agreement of the Insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extrem of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the lineariset to determine the lineariset shall the company be impleaded by the lineariset or his legal representative. Bankruptcy or insolvency of the insured or of the insured a errare shall not relieve the company of any of its obligations heart-stater.

5. Subrocation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's ngitte of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such ngrits. The insured shall do nothing after loss to prejudice such ngrits.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder:

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a guida snare interest at the same level; and

lastly, to reimburse such interests including the insurest), with respect to which this insurance is excess, as are entitled to claim the residue, if any,

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

Changes
Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy with respects to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurance policy and comply with all the terms and conditions thereof, and shall enforce any right of controlling or indemniting against any person or organization you may be liable to the insurance is afforced under this policy or the underlying insurance policies.

rendes to which this policy applies shall not exceed the limit of liability stated in item 4 of the declarations as aggregate.

V DEFINITIONS

When used in this policy (including endorsements forming a part hereoft

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

"coets" means interest on judgments, and investigation, adjust-ment and legal expenses including taxed court coets and premiums on bonds, for which the insured is not covered by undertying insurence (excluding, however, (8) all expenses for selaned employees and counsel on general returner, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is thought, except with respect to the limits of the company's liability:

"harhed insured" means the first named insured and any other person or organization named in item 1 of the disclarations of this policy or in an endorsement amending such flem 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"utilinate not loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an estimate covered under the ferms of the controlling underlying insurance padicy and to which this policy applies: but "utilinate not less" shall not include (a) the amount of any recoveres, salvages or other insurance (other than underlying insurances or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) coets;

"underlying insurance" meens the primary or excess insurance policies commuting to the lotal limit stated in item 5 of the declarations including any deductible amount, insured's participation or norms increasing any deductable amount, interred's participation or self-insured retention beneath any such posicy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any contition or any such posicy or (3) the insolvency of the underlying insurer.

CONDITIONS

The premium for this policy shall be as stated in Item 3 of the deciarations and be payable by the first named incured.

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

Page 2

8 Cancellation

This policy may be cancelled by the first named insured by surrender triered to the company or any of its authorized agents or by maling to the company written nonce starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by maling to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The maling of notice as aforessud shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy penod. Delivery of such written notice aither by the first named insured or by the company shall be equivalent to making.

If the first named insured cancels, earned pramium shall be

computed in accordance with the customary short rate tables, out the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in Item 3 of the Jectarations. If the company cancels, seried premium shall be computed pro rate. Premium adjustment-may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that the policy is issued in relatice upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Mechael S. Wilder, Secretar

Donald R Frahm President

Form \$146 Printed P .. S.A. NS-

Page 3



THE HARTFORD

MONSANTO COMPANY

Named Insured and Address

800 NORTH LINDBERGH BOULEVARD ST. LOUIS, MISSOURI 63167

Policy Number 28 XS 103754

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM 4 OF THE DECLARATIONS -- LIMIT OF LIABILITY IS AMENDED TO READ:

\$5,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$40,120,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if his endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Countersigned by...

Authorized Agent

ENDORSEMENT NO. 1

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

t is agreed that the policy" does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any parson or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3. Under any Liability Coverage, to injury, sickness, death or destruction resulting from the hazardous properties of nuclear material, if
 - .ar the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"seurce material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor.

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- ic) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"muclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

"When used with a Storekaeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, after, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THE HARTFORD

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Honald R. Frahm. President

Form AL-44-1 Primed in U.S.A. GL-211 190766

PART 4 THIS DECIDE AND PAGE, WILL POLICE	r Phoyisions — Parci. Portion of the and any endorsements, issued below numbered EXCESS LIABILITY POLICY.
Harriord Fire Ins	wrance Company that and Indemnity Company the Indemnity Company to Insurance Company to Insur
The INSURER shall be the Company	Co. Code POLICY NO. 08 XS 103755
as designated herein by Co. Code: DECLARATIONS Previous Po	
items 08 XS 102	989 MONSANTO COMPANY, ET AL
1. First Named Insured and Address	800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167
2. Policy Period:	From 04/01/84 To 04/01/85
THOMAS E-SEARS-IN INSURANCE - REINBURANCE LONG CLARES OF THE	THE THEORY PROGRAM ES SULLEY (18729).
3. Premium: \$10.000. which is	Fiat Charge, Policy Period
	Adjustable, Per Premium Computation Endorsement
,	C Aujustabe, Fei Freinan Ouriputator Dioxissimin
Minimum Premium: \$10,000.	Not subject to adjustment in the event of cancellation.
as follows:	his policy shall, subject to all the terms of the policy relating thereto, be
EXCESS LIABILITY	• '
\$10,000,000. EACH OCCURRENCE AS \$61,500,000. EACH OCCURRENCE AS	ND IN THE AGGREGATE WHERE APPLICABLE PART OF ND IN THE AGGREGATE WHERE APPLICABLE.
5. Total Limits of Limbility — All Underlying i	naurance Policies
UMBRELLA AND EXCESS LIABILITY	
BY VARIOUS CARRIERS ALL FOLLOW	ND IN THE AGGREGATE WHERE APPLICABLE AS PROVIDED ING THE TERMS, CONDITIONS, DEFINITIONS, AND UNDERLYING INSURANCE POLICY SPECIFIED IN ITEM 6.
	1
	·
6. Controlling Underlying Insurance Policy	
This policy shall follow the terms, condition policy# SD 8019/tiQA0065	ons, definitions and exclusions of the controlling underlying insurance issued by LLOYDS OF LOYDON
7. Form numbers of endorsements forming	
· ·	
AL-44-0 NUCLEAR ENERGY EXCLUSION	- ис
SC/lg 08/21/84	<u> </u>
Form L-3923-0 HS Printed in U.S.A. (NS)	Countersigned by
,	Authorized Agent
	• • • • • • • • • • • • • • • • • • •



Excess Liability Policy

Policy Provisions -- Part 1 Form 6146

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

In consideration of the payment of the premium, agrees with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the Insured for ultimate not loss in excess of underlying insurance stated in item 5 of the declarations, but not in excess of the company's limits of liability stated in item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of this sentratiling underlying insurance pelley designated in item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigaon, defense or settlement of any claim or sult against the inserted, but the company shall have the right and shall be given the opportunity to associate with the inserted or its underlying insurers, or both, in the investigation, defense or settlement of any claim or sult which, in the company. If the company avails itself of such right and opportunity, the inserted, its insurers and the company shall cooperate in such matters as as to effect a final determination thereof. The inserted shall not make or agree to any settlement for an amount in ascess of underlying insurance without the approval of the company.

Subject to the above provision, odess incurred by the insured shall be borne as follows:

- all deals incurred by the ineured without the written consent of the company shall be borne by the ineured;
- if a claim or suit is settled for not more than the Kmits of underlying insurance, no seeks shall be payable by the company;
- (c) If the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the sease incurred by the interest in the proportion which the amount of ultimate net loses as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests:
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurence, the company may elect to conduct such appear at its cost and expense, and shall be hable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of itability as stated in this policy, plus the cost and expense of such appeal:
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is wilking to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an interred under the ferms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits

IV LIMITS OF LIABILITY

Regardless of the number of (1) freuneds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's flability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both items 4 and 5 of the declarations: the insurance afforded by this policy applies with respect to each essentence only for limits of fishility in excess of the amounte afforded for each desurrance in the unitaritying insurance, and does not apply over any reduced amount of unitaritying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the unitaritying lineurence; or
 - (ii) If aggregate limits of liability are specifically stated in both items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurreness taking place during the period of this policy.
- (b) If the limits of liability stated in item 4 of the declarations are on a "Oucle Share Beeis", the limits of the company's liability shall be the quote share percentage so stated of all utilimeter not leas to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net less to which this policy applies which is in excess of underlying insurance, up to the limits ac stated.
- (d) Subject to provision's (a), (b) and (c) above, the total liability of the company for all ultimate not lose as the result of any one occurrence, shall not exceed the limit of liability stated in item 4 of the declarations as applicable to "sach occurrence".
- (e) Subject to provisions (a), (b) and (c) Shove, the total liability of she company for all ultimate net loss because of all decur-

Form 6146

Page 1

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking piace during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been hable had the first named insured compled therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

Notice of Coourrence

Whenever it appears that an occurrence is likely to involve indem-raty under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the lineurses and also reasonably obtainable information respecting the time, place and circumstances of the essurrance, the names and addresses of the injured and of available withsesse.

No action shall the against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of the policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insurant to determine the insurant shall the company be impleaded by the insurant or his legal representative. Bankruptcy or insolvency of the Insurant or of the lessured as a shall not relieve the company of any of its obligations hereunder.

in the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured and the covery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder:

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the incured), with respect to which this insurance is excess, as are entitled to claim the residue, if any:

but a different apportionment may be made to effect settlement of a claim, by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought,

Changes
Notice to any agent or knowledge possessed by any agent or any other person shall not reflect a warver or a change in any part of this policy or eatop the company from asserting any nights under the terms of this policy with respects to any requirement as to underthing insurance; nor shall the terms of this policy-be werved or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company

Assistance and Cooperation of the insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the centrelling underlying insurence policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or incommitty against any person or organization who may be liable to the insured and with respect to which insurence is afforded under this policy or the underlying insurance policies.

renese to which this policy applies shall not exceed the limit of liability stated in item 4 of the declarations as aggregate.

V DEFINITIONS

When used in this policy (including endorsements forming a part

'oontrolling underlying insurance policy" means the insurance tolicy designated as such in item 6 of the declarations;

"coets" means interest on judgments, and investigation, adjust-ment and legal expenses including faxed court costs and pramiums on trands, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for setaned employees and coursel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to coursel on general

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"theured" means any person or organization qualifying as an ineured in the "Persons Ineured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is insulate or set is brought, except with respect to the limits of the company's Kability;

"named insured" means the first named insured and any other person or organization named in item 1 of the declarations of this policy or in an endorsement amending such item 1;

"securrence" means an accident or occurrence as defined in and covered by the sentrolling underlying insurance policy designated in the declarations:

"ultimate net less" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an occurrence covered under the terms of the contrating uniterlying insurance salley and to which this policy applies: but "ultimate net less" shall not include (a) the amount of any recoveree, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) ocete;

"underlying insurance" means the primary or excess insurance colores commounts to the total first stated in Item 5 of the declarations linduding shy deductible amount, insurate's participation or self-insured retention beneath any such policy and includes any remewals or replacements thereof. The firsts of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

The premium for this policy shall be as stated in item 3 of the declarations and be payable by the first named insured.

Meintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declara-lions shall be maintained in full effect during the currency of this

Form \$146

Page 2

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8 Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by making to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by making to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid snall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the and of the policy penod. Delivery of such written notice either by the first named insured or by the company shall be equivalent to making.

if the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in item 3 of the declarations. If the company cancels, earned premium shall be computed pro rate. Premium adjustment "may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named incured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In witness whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

House M. Stahm, Presiden

ENDORSEMENT NO. 1

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

t is agreed that the policy* does not apply;

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - a with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain maniful protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a: the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - r) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- 4. As used in this endorsement:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a salf-supporting chain reaction or to contain a critical mass of fissionable material:
 - With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
- *When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing derein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



Donald R. Frahm. President

Form AL-44-1 Printed in L.S.A. GL-211 190766

Allianz Underwriters, Inc. (Hereinafter called the Company)

Allianz (#



Excess Umbrella Liability Policy

5900 Wilshire Soulevard Los Angeles, Calif. 90036

Policy No. AUX 52017.71

P.O. Address (No., Street, Town, County, State)

Item 1.

NAMED INSURED MONSANTO CO., ET AL
(AND SUBSIDIARIES AS PER
SCHEDULE ON FILE WITH COMPANY)
800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

THOMAS E · SEARS · INC.

NAURANCE - REINSURANCE
JOHN HANGGER TOWER
HOS SLARENDON STREET
BOSTON, MASS. O2116

Item 2. Policy Period: APRIL 1, 1984 to APRIL 1, 1985
From 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Underlying Umbrella Policies: (A) \$5,000,000 EXCESS OF SCHEDULED UNDERLYING AND/OR SELF INSURED RETENTION - LONDON UNDERWRITERS - POLICY NO. TO BE ADVISED (B) 240,000,000 EXCESS OF (A) - VARIOUS CARRIERS AS PER SCHEDULE ON FILE WITH COMPANY - POLICY NOS. TO BE ADVISED

Item 4. Underlying Umbreila Limits (Insuring Agreement 2):

\$245,000,000

...em 5. Underlying Umbrella Aggregate Limits (Insuring Agreement 2):

\$245,000,000

Item 6. Limits of Liability (Insuring Agreement 2):

\$8,000,000 PART OF \$55,000,000

EXCESS OF ITEM 4. ABOVE

Item 7. Aggregate Limit of Liability (Insuring Agreement 2):

\$8,000,000 PART OF \$55,000,000

EXCESS OF ITEM 5. ABOVE

Item 8. Premium:

\$8,000.00 FLAT

Countersigned by:

CW/wc

Charitad Danmantstina

April 6, 1984

Date

IN WITNESS WHEREOF the Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

William & Sheppind

Sonald W. Mus

Munsor



Excess Umbrella Liability Policy

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

A.U.I. 0-0048 (1/80)



ENDORSEMENT NO.

3.

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER <u>AUX5201717</u>

ISSUED BY Allianz Underwriters, Inc.

AND IS EFFECTIVE APRIL 1, 1984

MONSANTO CO., ET AL

NAMED INSURED

12:01 A.M. STANDARD TIME.

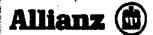
NAME CHANGE ENDORSEMENT

Henceforth, the above mentioned company will be known and referred to as Allianz Underwriters Insurance Company.

CW/wc

AUTHORIZED REPRESENTATIVE

ENDORSEMENT



CANCELLATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT THE CANCELLATION CONDITION IS AMENDED IN PART TO READ:

SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective APRIL 1, 1984

this endorsement forms part of Policy Number

AUX5201771

of ALLIANZ UNDERWRITERS INSURANCE COMPANY

issued to MONSANTO CO., ET AL

Endorsement No. CW/wc AUTHORIZED REPRESENTATIVE

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Company.

INSURING AGREEMENTS

1 COVERAGE.

Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the insured by law:

 (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

- (i) Personal Injunes, including death at any time resulting therefrom;
- (ii) Property Damage:
- (iii) Advertising Liability,

caused by or arrang out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 3 of the Declarations and issued by the Company(ies) as shown in item 3 above, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY-UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been heldliable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 4 of the Declaration) Ultimate Net Loss in respect of each occurrence, but

S (as stated in Item 5 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 6 of the Declaration) Ultimate Net Loss in respect of each occurrence—subject to a limit of

S (as stated in Item 7 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hersunder is also covered in whole or in part under any other Excess Policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in Items 6 and 7 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 3 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than thirty (30) days' thereafter cancellation shall be effective; except in the event of cancellation for nonpayment of premium the notice shall be effective ten (10) days thereafter. The mailing of notice as aforesaid by Underwriters of their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this Insurance has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro-rate proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though Company makes no payment of tender of return premium.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the insured shall be held liable, is likely to involve this Policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the Insurance afforded by this Policy, shall be in excess of and shall not contribute with such other insurance.

NUCLEAR INCIDENT EXCLUSION

It is agreed that this Policy does not apply:

- 1. Under any Liability Coverage, to Personal Injury or Property Damage:
 - (a) with respect to which an insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada. or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to meintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Liability Goverage, to Personal Injury or Property Damage resulting from the hazardous properties of nuclear material, if

 (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been decharged.

 or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or weste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the Personal Injury or Property Damage arising out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- III. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor: "wests" means any wasts material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means.

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent tuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more. than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excevition, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

With respect to Property Damage, the word "injury" or "destruction" includes all forms of radioactive contaministion of property.

ENDORSEMENT



IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT ITEM 3., OF THE POLICY DECLARATIONS, "UNDERLYING UMBRELLA POLICIES" IS AMENDED TO READ:

- (A) \$5,000,000 EXCESS OF SCHEDULED UNDERLYING AND/OR SELF-INSURED RETENTION LONDON UNDERWRITERS AND VARIOUS COMPANIES
- (B)\$245,000,000 EXCESS OF (A) VARIOUS CARRIERS AS PER SCHEDULE ON FILE WITH COMPANY.

IT IS FURTHER AGREED THAT ITEM 4., OF THE POLICY DECLARATIONS,
"UNDERLYING UMBRELLA LIMITS" AND ITEM 5., OF THE POLICY
DECLARATIONS, "UNDERLYING UMBRELLA AGGREGATE LIMITS" IS AMENDED
TO READ:

\$250,000,000

IT IS FURTHER AGREED THAT ITEM 6., OF THE POLICY DECLARATIONS,
"LIMITS OF LIABILITY" AND ITEM 7., OF THE POLICY DECLARATIONS,
"AGGREGATE LIMIT OF LIABILITY" IS AMENDED TO READ:
\$8,000,000 PART OF \$61,500,000

ATS:gml:nf

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective APRIL 1, 1984

this endorsement forms part of Policy NumberAUX 5201771

of ALLIANZ UNDERWRITERS INSURANCE COMPANY

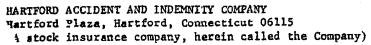
issued to MONSANTO CO., ET AL

Endorsement No. 3

MONS 159102

A U 1 0-0010 (1/79)

Excess Liability Insurance Policy





DECLAR Items	Previous ATIONS Policy No. 08 xs 10-02-79 POLICY NO. 708 xs 10-03-83						
1. In	Monsanto Company, ETAL 800 North Lindbergh Boulevard St. Louis, Missouri 63166						
2. Po	licy Period						
Th	oducer's Name and Address Agent Code The first named insured is: Monsanto Co. comas E. Sears, Inc. 088910						
	emium \$ 15.000 which is: /X/ Flat Charge // Adjustable at a rate of \$ per \$ of						
4. Sc	hedule of Underlying Insurance Policies						
Po	licy No. Policy Period Type of Policy Limits of Liability Insurer						
Ve	rious 04/01/78 - 79 Excess Liab. 98,000,000 each Various						
•	THOMAS E · SEARS · INC · INSURANCE FARK SQUARE SUILDING ST ST. JAMES AVENUE BOSTON, MASS. 02116						
by	mits of Lizbility: The limits of the Company's liability against the insurance afforded this policy shall, subject to all the terms of this policy relating thereto, be as ated either in Item 5 (a) or Item 5 (b) below.						
(a	Excess Limits of Liability - Quota Share Basis						
	14.925, being \$ 5,000,000 each occurrence and \$ 5,000,000 aggregate quota						
	share part of \$30,750,000 each occurrence and \$30,750,000 aggregate excess of underlying insurance.						
(b	Excess Limits of Liability - Full Limits Basis						
-	\$,000 each occurrence and \$,000 aggregate excess of underlying insurance.						
Form Numbers of Endorsements forming a part of Policy at issue: G-2240-2A #1 (Exclusion of Fidelity Coverage); #2 (Exclusion of PCB); #3 (Cancellation Amendatory Endt.)							
	Countersigned by Authorized Agent						

CONFIDENTIAL BUSINESS INFORMATION

MONS

155203

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT



III Hartford Fire Insurance Company
III Hartford Accident and Indomnity Company
III Hartford Casualty Insurance Company

:15,000.

How York Underwriters Insurance Company
(2) Twin City Fire Insurance Company

				Named Insured and Address			
a par	Endorsement forms t of fig. Policy No. Bond N. by THE HARTFORD INSU d therein, and takes effect as of another effective date is stated	RANCE GROUP company des the effective date of said polic		Monsanto Company, ETAL			
	Effective	date 04-01-78		Effective hour is the sa	me as stated in the Declarations		
*Note	e: If this endorsement is issued	to form a part of a bond, the wor	d "Policy"	' as used herein means "Bond".			
	for which this endorsement is 1880uri		g Agent of Broker mas E. Sears Inc.				
The	insurer with respect to each	coverage shall be as designat	ed by Co	. Code Number.			
Co.	Coverages (Automobiles)	Pressins For State	Co. Code	Coverages (other than Automobile)	Premium For State		
	Bodily Injury			General Liability	\$		
	Medical Payments			Workmen's Compensation	<u> </u>		
	Property Damage			Burgiary	\$		
	Comprehensive	8		Glass	8		
	Collision	\$		Bond	\$		

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

The countersignature hereto, by a duly authorized agent of the company, is to be considered the valid countersignature to the above policy, in so far as concerns that portion of the Risk located in the State named above.

Agency Location Confirming of (Shallmy Agent)

Boston, MA Creve Coeur, Mo.

Form G-1788-7 Printed in U.S.A. 6-'70



Named insured and Address

This endorsement forms a part of Policy No. 08. xs...10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Co. 800 N. Lindbergh Blvd. St. Louis, Missouri 63166

Effective date 4-1-78 Effective hour is the same as stated in the Declarations of the policy.

4-2249-2 A Printed in U. S. A. 6-74

Exclusion of Fidelity Coverage

It is agreed that this policy excludes coverage for the Fidelity exposure.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This andorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes affect as of the affective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.



Named Insured and Address

This endorsement forms a part of Policy No. 08 xs 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Co. 800 N. Lindbergh Blvd. St. Louis, Missouri 63166

Effective date. 4-1-78 Effective hour is the same as stated in the Declarations of the policy.

Exclusion of Polychlorinated Biphenyls

It is agreed that this policy excludes coverage for Polychlorinated Biphenyls ("PCB")

Nothing herein contained shall be held to very, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes affect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

Q-224Q-2 A Printed in U. S. A. 6-74



Named Insured and Address

This endorsement forms a part of Policy No. Q8 xst 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Co. 800 N. Lindbergh Blvd. St. Louis, Missouri 63166

Effective date. . 4...1...78...... Effective hour is the same as stated in the Declarations of the policy.

Cancellation Amendatory Endorsement

It is agreed that under <u>Conditions</u>, Item 4, <u>Cancellation</u>, "sixty days" replaces the words "thirty days."

Nothing herein contained shall be held to vary, waive, after, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Counters

Authorized Agent

Q-8240-2 A Printed in U. S. A. 6-174



Named Insured and Address

This endorsement forms a part of Policy No. 08 X8 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Company, ETAL 800 North Lindbergh Blvd. St. Louis, Missouri 63166

Effective date 04-01-78 Effective hour is the same as stated in the Declarations of the policy.

Item 5 (A) of the Declarations is hereby amend to read as follows:

14.92%, being \$5,000,000 each occurrence and \$5,000,000 aggregate quota share part of \$33,500,000 each occurrence and \$33,500,000 aggregate excess of underlying insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-2240-2 A Printed in U. S. A. 6-174

Excess Lisbility Insurance Policy

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to 411 of the terms of this policy, the Company agrees with the <u>insured</u> as follows:

I. INSURING AGREEMENT

The Company will indemnify the <u>insured</u> for the amount of <u>ultimate set loss</u> applicable to the insurance to which this policy applies, in excess of the applicable limits of liability designated in Item 4 of the declarations as <u>underlying insurance</u>.

Except as may be inconsistent with the provisions of this policy, the insurance afforded by this policy shall follow all the provisions of the <u>underlying insurance</u> (whether primary or excess) immediately preceding the layer of insurance afforded by this policy, including any changes by encorsement.

The <u>first named insured</u> shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limins of liability under any <u>underlying insurance</u>, and of the termination of any coverage or of exhaustion of aggragate limits of liability of any <u>underlying insurance</u>.

II. MAINTENANCE OF UNDERLYING INSURANCE

Each policy described in Iram 4 of the declarations shall be maintained in full effect during the currency of this policy, except for the reduction of the aggregate limit or limits of liability, if any, contained therein solely by payment of claims because of occurrences taking place during the period of this policy. Failure of the insured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the insured complied therewith.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the first named insured shall immediately make all reasonable efforts to reinstate such limits.

III. NOTICE OF LOSS

The <u>insured</u> shall immediately notify the Company of any occurrence which appears likely to result in liability under the provisions of this policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the defense or settlement of any claims nade or suits brought or proceedings instituted against the <u>insured</u>. The Company shall, however, have the right

(2)

and shall be given the opportunity to associate with the insured or its underlying insurer or insurers, or with both, or all, in any one or more of the control, defense or trial of any claims, suits or proceedings which, in the opinion of the Company, involve or appear resonably likely to involve the Company. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in such control, defense or trial of such claims, suits or proceedings, so as to effect a final determination thereof.

The insured shell be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the insured to which this policy would apply and which no underlying insurer or insurers is obligated to defend. The insured shell use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgement should be settled; provided, however, that the insured shell not make, or agree to, any settlement for any amount in excess of the underlying insurance without the approval of the Company.

The insured shell (a) cooperate with the underlying insurer or insurers as required by the terms of the underlying insurence, (b) comply with all the terms and conditions thereof and (c) anforce any right of contribution or indemnity against any person or organization which may be liable to the insured, because of liability with respect to which insurance is afforded under this policy and the underlying insurance.

IV. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurence (excluding, however, (a) all expenses for selected employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

costs incurred by the insured with the written consent of the Company shall be apportioned as follows:

- (a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits of liability, no costs shall be incurred by the insured without the written consent of the Company:
- (b) should such claim or suit be settled out of court for not more than the underlying insurance limit or limits of liability, then no costs shall be payable by the Company;
- (c) should, however, the sum for which the claim or suit may be settled exceed the <u>underlying insurance</u> limit or limits of liability, then the Company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the <u>costs</u> incurred by the <u>insured</u> in the proportion which the amount of the <u>ultimate</u> net <u>loss</u> as finally adjusted bears to the total amount of such <u>ultimate</u> net <u>loss</u>;

(3)

- (d) in the event the insured elects not to appeal a judgment in excess of the underlying insurance limit or limits of liability, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the cotal liability of the Company exceed its limit or limits of liability as stated in this policy, plus the costs of such appeal;
- (a) in the event a judgment is rendered in excess of the underlying insurance limit or limits of liability and the underlying insurar of insurars elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the underlying insurance limit or limits of liability shell be that of the insured and its underlying insurer or insurers;

"first named insured" means the insured first usmed in Item 1 of the declarations, and such insured is authorized to act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy;

"insured" means the first named insured and also includes any other person or organization which either is named in Itam 1 of the declarations or which qualifies as an insured under the terms of the underlying insurance immediately preceding the layer of insurance afforded by this policy. The insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"ultimate net loss" means the sums paid, excluding COSIS, in settlement of losses for which the insured is liable after making deductions for all recoveries, salvages and other insurance (other than the underlying insurance or policies specifically in excess hereof), whether recoverable or not;

"underlying insurance" means the insurance policies identified in Icem 4 of the declarations and includes any renewals or replacements of such policies.

V. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

- (a) the limits of the Company's liability under this policy apply only after the underlying insurer or insurers have paid or have been held to pay the full amount of their respective limits of liability as stated in Item 4 of the declarations;
- (b) if this policy is written on an Excess Limits of Liability Oueta Share Basis, the limits of the Company's liability for all <u>ulti-</u> <u>mans net loss</u> shall be as stated in Item 5(s) of the declarations;
 - (c) if this policy is written on an Excess Limits of Liability Full Limits Basis, the limits of the Company's liability for all ultimate mate net loss shall be as stated in Item 5(b) of the declarations.

(4)

Unless aggregate limits was specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy applies only with respect to each occurrence for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance.

If aggregate limits of liability are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy will apply in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.

The <u>first named insured</u> shall give the Company written notice as soon as practicable of any reduction or exhaustion of such aggregate limit of liability in the <u>underlying insurance</u>.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an injured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the <u>bazarious properties</u> of <u>nuclear material</u> and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the <u>insured</u> is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America by any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(5)

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear meterial" means source material, special nuclear meterial or byproduct material;

"source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (a) separating the isotopes or uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging wasta,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of wasta,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(6)

"nuclear resector" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, each of the words "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in Iram 3 of the declarations.

Any change in the premium for the <u>underlying insurance</u> shall be promptly reported by the <u>first named insured</u> to the Company and the premium for this policy may be adjusted in accordance with the manuals of the Company than in effect.

2. Action Against Company

No action shell lie against the Company unless, as a condition precedent thereno, there shell have been full compliance with all the terms of this policy, nor
until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written
agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. We person or organization shall have any right under this policy to join the Company as a perty to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Benkruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereumder.

3. Subrogation

In the event of any payment under this policy, the Company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the <u>insured</u>) that may have paid any smount, with respect to liability in excess of the limit of the Company's liability hereunder;

then, to reimburse the Company up to the amount paid hereunder; and

lastly, to reimburse such incerests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

(7)

but a different apportionment may be made to effect sectlement of a claim by agramment signed by all-interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

4. Cancellation

This policy may be cancelled by the <u>first named insured</u> by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the <u>first named insured</u> at the address shown in this policy written notice stating when not less then thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective data and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the <u>first named insured</u> or by the Company shall be equivalent to mailing.

If the <u>first named insured</u> cancels, earned premium shall be computed in accordance with the customery short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

5. Declarations

By acceptance of this policy the <u>insured</u> agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the <u>insured</u> and the Company or any of its agents relating to this insurance.

In Witness Whereof, the COMPANY has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.

Mulaff. Will

Hollehon

(8)